



January 16, 2004

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**VIA FEDERAL EXPRESS**

Mr. Tom Dorman  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602-0615

JAN 16 2004

PUBLIC SERVICE  
COMMISSION

Re: KY PSC Docket Number: 2003-00023 - Complaint of AT&T Broadband  
Phone of Kentucky, LLC. against ALLTEL Kentucky, Inc. and Kentucky  
ALLTEL, Inc.

Dear Mr. Dorman:

Enclosed for filing with the Public Service Commission is the original and fifteen (15) copies of a Petition for Confidential Treatment of AT&T Broadband Phone of Kentucky, LLC's ("AT&T Broadband") Reply Brief and a letter dated January 16, 2004 responding to the Commission's Supplemental Data Requests in the above referenced docket.

One (1) confidential copy of AT&T Broadband's Reply Brief and confidential letter of January 16, 2004, is being filed in the enclosed sealed envelope as Attachment 1 and Attachment 2, respectfully, to AT&T Broadband's Petition for Confidential Treatment. Fifteen (15) copies of the redacted copy of AT&T Broadband's Reply Brief and letter of January 16, 2004 are also attached. In addition, enclosed is a CD containing AT&T Broadband's Petition for Confidential Treatment, a redacted copy of AT&T Broadband's Reply Brief, and a redacted copy of the letter of January 16, 2004.

Please stamp the two (2) extra copies of AT&T Broadband's Petition for Confidential Treatment, Reply Brief and letter of January 16, 2004 and return in the Federal Express envelope provided.

Thank you for your assistance.

Best regards,

WOMBLE CARLYLE SANDRIDGE & RICE, PLLC

Thomas B. McGurk, Esq.

Enclosures

ORIGINAL

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

AT&T Broadband Phone of )  
Kentucky, LLC., )  
Complainant )  
vs. )  
ALLTEL Kentucky, Inc., and )  
Kentucky ALLTEL, Inc. )  
Respondents. )

Case No. 2003-0023

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JAN 16 2004

PUBLIC SERVICE  
COMMISSION

**PETITION FOR CONFIDENTIAL TREATMENT OF**  
**AT&T BROADBAND REPLY BRIEF AND AT&T BROADBAND LETTER**  
**PROVIDING INFORMATION RESPONSIVE TO COMMISSION SUPPLEMENTAL**  
**DATA REQUESTS**

AT&T Broadband Phone of Kentucky, LLC ("AT&T Broadband") moves the Kentucky Service Commission ("Commission") pursuant to K.R.S. §61.878(1)(c)(1) and 807 KAR 5:001, Section 7, to provide confidential treatment to the information discussed in AT&T Broadband's Reply Brief filed with the Commission on January 16, 2004 ("Reply Brief") with respect to facility arrangements between AT&T Broadband and Insight Communications Company, Inc. ("Insight") (collectively the arrangements may be referred to herein as "AT&T's Broadband Facilities Arrangements"), and information regarding the number of AT&T Broadband local customers in Kentucky as requested by the Commission in a supplemental data request at the hearing. In support of this Petition, AT&T Broadband states as follows:

1. The Commission conducted a final hearing in this matter on June 12, 2003, wherein AT&T Broadband was ordered to provide counsel for ALLTEL Kentucky, Inc. and

Kentucky ALLTEL, Inc. (both collectively referred to as "ALLTEL"), pursuant to a protective agreement, the agreements describing AT&T Broadband Facilities Arrangements.

2. In order to adequately address arguments set forth by ALLTEL in its post hearing Brief filed with the Commission on December 16, 2003, regarding whether AT&T Broadband has entered into, and has adequate rights under, certain arrangements with Insight such that AT&T Broadband could "directly interconnect" with ALLTEL in Shepherdsville, AT&T Broadband finds it necessary to discuss certain information contained in AT&T Broadband's Facilities Arrangements in its Reply Brief.

3. AT&T's Broadband's Facilities Arrangements includes confidential and proprietary network information revealed to AT&T Broadband by Insight only on a confidential and proprietary basis. Additionally, AT&T Broadband provided the AT&T Broadband Facilities Arrangements to ALLTEL's counsel under the terms of a protective agreement executed by ALLTEL's counsel.

4. AT&T Broadband's Facilities Arrangements are treated as highly confidential by AT&T Broadband and Insight. Furthermore, AT&T Broadband's Facilities Arrangements contain information that ALLTEL's counsel agreed under the protective agreement would not be disclosed internally within ALLTEL except on a need-to-know basis, and only to certain individuals who are directly responsible for preparing ALLTEL's defense in this matter, and who executed the protective agreement with AT&T Broadband. AT&T Broadband employs all reasonable measures to protect the confidentiality of the proprietary information in AT&T Broadband's Facilities Arrangements and to guard against inadvertent, unauthorized disclosure. Further, AT&T Broadband is not entitled to publish such network sensitive information on behalf of Insight.

5. In a supplemental data request issued at the hearing in this proceeding, the Commission requested that AT&T provide information regarding the number of AT&T Broadband customers in Kentucky both to the Commission and ALLTEL's counsel. AT&T Broadband's responsive information is sensitive, confidential, and proprietary business information which AT&T Broadband does not disclose externally except under confidentiality and proprietary restrictions because unrestricted disclosure would permit an unfair commercial advantage to AT&T Broadband's competitors.

6. K.R.S. §61.878(1)(c)(1) provides in pertinent part:

The following public records are excluded from the application of ...[the Open Records Act] and shall be subject to inspection only upon order of a court of competent jurisdiction...

(c)(1). ... records confidentially disclosed to an agency or required by an agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records.

6. Public disclosure of information regarding AT&T Broadband's Facilities Agreements and the number of AT&T Broadband local customers in Kentucky would provide AT&T Broadband's and Insight's competitors an unfair advantage by affording them access to network confidential and proprietary information and other proprietary business information which is not disclosed externally by either AT&T Broadband or Insight except upon execution of a protective agreement. All such information is generally considered confidential and proprietary in the telecommunications industry.

7. AT&T Broadband's Facilities Arrangements and the number of its local customers in Kentucky are also protected from disclosure pursuant to K.R.S.

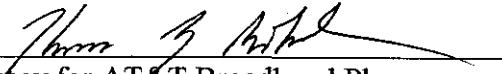
§61.878(1)(c)(2)(c) as confidential and proprietary records disclosed to the Commission in conjunction with the regulation of a commercial enterprise.

8. Filed with this Petition as Attachment 1 is one (1) copy of AT&T Broadband's Reply Brief which includes references or discusses provisions of AT&T Broadband's Facilities Arrangements which are confidential and proprietary. Also attached with this Petition as Attachment 2 is one (1) copy of AT&T's Broadband's letter of January 16, 2004 which responds to the Commission's supplemental data request regarding the number of AT&T Broadband local customers in Kentucky which is confidential and proprietary.

9. Finally, AT&T Broadband also is filing with the Commission fifteen (15) copies of both AT&T Broadband's Reply Brief and its January 16, 2004 letter, with information regarding AT&T Broadband's Facilities Arrangements and number of AT&T Broadband local customers in Kentucky redacted.

WHEREFORE, AT&T Broadband respectfully requests that information regarding AT&T Broadband's Facilities Arrangements and the number of AT&T Broadband's local customers in Kentucky be accorded confidential treatment and be placed in the confidential files of the Commission, that viewing of the unredacted version of AT&T Broadband's Reply Brief, and AT&T Broadband's January 16, 2004 letter, be restricted to only the Commission and its Staff involved herein, that no party herein, including Staff, be permitted to duplicate the unredacted version of AT&T Broadband's Reply Brief or AT&T Broadband's January 16, 2004 letter, and that AT&T Broadband be accorded all other relief to which it may be entitled.

Respectfully submitted, this the 16<sup>th</sup> day of January, 2004.

By:   
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**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

AT&T Broadband Phone of	)	
Kentucky, LLC,	)	
Complainant	)	
	)	Case No. 2003-00023
vs.	)	
	)	<b>REDACTED</b>
ALLTEL Kentucky, Inc., and	)	
Kentucky ALLTEL, Inc.	)	
Defendants.	)	

**REPLY BRIEF OF AT&T BROADBAND PHONE OF KENTUCKY, LLC**

**OVERVIEW**

In its brief, ALLTEL Kentucky, Inc. and Kentucky ALLTEL, Inc. (collectively “ALLTEL”)<sup>1</sup> continued its “red herring” argument that AT&T Broadband Phone of Kentucky, LLC (“AT&T Broadband”) is required to “directly interconnect” with ALLTEL using facilities owned by Insight Communications Company, Inc. (“Insight”). ALLTEL makes this argument solely for the purpose of diverting the Kentucky Public Service Commission’s (“Commission”) attention from the literal words of the Shepherdsville Interconnection Agreement, which expressly and unequivocally grants AT&T Broadband the right to “indirect interconnection” (with the originating party responsible for paying the transit service charge of the third-party provider.)

With respect to AT&T Broadband’s access to Insight’s facilities, ALLTEL misconstrues various agreements between AT&T Broadband and Insight in order to support

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<sup>1</sup> As set forth in AT&T Broadband’s Brief, ALLTEL Kentucky, Inc. is a defendant in this proceeding because it operates in Shepherdsville. Kentucky ALLTEL, Inc. is a defendant because it purchased (and now operates) exchanges from Verizon South, Incorporated in Lexington. See, In the Matter of Petition of ALLTEL Corporation to Acquire the Kentucky Assets of Verizon South, Incorporated; Kentucky Public Service Commission; Case No. 2001-00399; Order dated February 13, 2002.



its assertion.<sup>2</sup> Furthermore, ALLTEL also makes erroneous assumptions regarding the type and location of Insight's facilities to which AT&T Broadband has access, and thus also erroneously assumes which of Insight's facilities may be used by AT&T Broadband to "directly interconnect" with ALLTEL. It also ignores the additional costs involved in completing "direct interconnection" with ALLTEL.

Continuing its disregard of the express and unequivocal provisions of the Shepherdsville Interconnection Agreement, ALLTEL further argues that point of interconnection ("POI") is the "material" issue to be resolved between the Parties.<sup>3</sup> This is patently wrong because it presumes that designation of a POI determines the financial obligations of the Parties for the transport of originating traffic, and the Parties already expressly and unequivocally agreed to such financial responsibility whenever "indirect interconnection" is used for the exchange of traffic. Specifically, in Section 2.2 of Attachment 4 of the Shepherdsville Interconnection Agreement, the Parties expressly and unequivocally agreed that "the originating Party has the responsibility to pay a transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties," thus making unnecessary and irrelevant agreement on a POI.

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<sup>2</sup> At the hearing, AT&T Broadband was required to make various agreements between AT&T Broadband (and/or its parent) and Insight available to ALLTEL's counsel under a protective agreement (as well as a diagram of Insight facilities in the Shepherdsville market), so that ALLTEL's counsel could determine whether AT&T Broadband has existing contractual rights to Insight "transport" facilities in order to allow "direct interconnection" between AT&T Broadband's Louisville switch and ALLTEL's Zoneton switch. Hearing Transcript at Pages 110-111. Such agreements and diagram were made available to ALLTEL's counsel by AT&T Broadband under a protective agreement and confirm that AT&T Broadband's "access" to Insight's facilities in the Shepherdsville market is limited to utilizing Insight's "local loop" or "last mile" facilities to offer telephone services and does not include access to Insight's "transport" facilities. It is these agreements that ALLTEL misconstrues in its brief regarding AT&T Broadband's ability to "directly interconnect" with ALLTEL.

<sup>3</sup> ALLTEL Brief at Page 38.

Moreover, this obligation is repeated in Section 4.1 of Attachment 12, which ALLTEL also conveniently disregards in its Brief.

The reason ALLTEL was silent regarding Section 4.1 of Attachment 12 is obvious. This provision of the Shepherdsville Interconnection Agreement totally guts ALLTEL's POI argument. As Section 4.1 of Attachment 12 provides:

[w]here the local tandem function is performed by the Non-Party Provider to complete Local Traffic between the Parties, the Parties agree that the Originating Party will compensate the Non-Party Provider for any transit fees applicable to the exchange of Local Traffic and that compensation between the Parties for the exchange of traffic performed indirectly will be as specified in Section 3.0 of this Attachment.<sup>4</sup>

In addition to disregarding this key provision, ALLTEL also misconstrues Sections 251(a)(1) and 251(c)(2) of the Telecommunications Act of 1996 ("Act").<sup>5</sup> ALLTEL implies that *all* interconnection, both "direct and indirect" must always be (1) "*with*" or "*at*" ALLTEL's network; and (2) "*within*" ALLTEL's local exchange boundary.<sup>6</sup> The Commission only has to look to the literal words of Section 251(a)(1) and 251(c)(2) to determine that ALLTEL clearly is reaching in this interpretation of the Act. In particular, Section 251(a)(1) governs both "direct and indirect interconnection" stating that "[e]ach telecommunications carrier has the duty to interconnect directly or indirectly with the facilities with other telecommunications carriers." There is no requirement whatsoever, express or implied, in Section 251(a)(1) that "indirect interconnection" must be "*with*" or "*at*" the local exchange carrier's network or "*within*" the local exchange carrier's boundary.

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<sup>4</sup> In Section 3.0 of Attachment 12, the Parties agreed to "bill and keep" for the reciprocal exchange of all Local Traffic and ISP-bound traffic between them.

<sup>5</sup> *Telecommunications Act of 1996*, Pub. L. No. 104-104, 110 Stat. 56.

<sup>6</sup> ALLTEL Brief at Page 20.

Moreover, ALLTEL attempts to bootstrap its way to its “*with*” or “*at*” its network and “*within*” its local exchange boundary argument by asserting that Section 251(c)(2) also applies to “indirect interconnection.”<sup>7</sup> Clearly, this is not the case. Section 251(a)(1) addresses “indirect interconnection,” while Section 251(c)(2) addresses additional interconnection obligations upon incumbent local exchange carriers relative to “direct interconnection.”

ALLTEL also makes a traditional “scare tactics” argument regarding what might happen if the Commission interprets the contract based on its express and unequivocal provisions. In particular, ALLTEL argues that competing local exchange carriers (“CLECs”) might “opt into” the Shepherdsville Interconnection Agreement and then might locate switches outside the Commonwealth (or at other locations which it considers to be unreasonably remote from ALLTEL’s local exchange area), and then seek “indirect interconnection” under the contract.<sup>8</sup> This argument ignores the plain fact that in order to take advantage of “indirect interconnection,” there always must be a tandem switch located between a CLEC’s switch and ALLTEL’s switch, and that numerous tandem switches already exist throughout the Commonwealth and other states. Although the possibility that a CLEC might locate a switch in another state (or at other locations which ALLTEL considers to be unreasonably remote from its local exchange area) might be an issue with “direct interconnection,” logically it is of no concern with “indirect interconnection.” This is because, by definition, “indirect interconnection” contemplates and requires that a tandem switch always will be located between the CLEC and ALLTEL. Thus, although it is

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<sup>7</sup> ALLTEL Brief at Pages 30-31.

<sup>8</sup> ALLTEL Brief at Pages 16-17;

theoretically possible that a CLEC might local a switch in another state and then seek “indirect interconnection” under the contract, it is highly unlikely and not an issue here as AT&T Broadband’s switch is located within the Commonwealth.

Trying yet another diversionary tactic, ALLTEL also argues that because AT&T Broadband is “directly interconnected” with ALLTEL in Lexington, it should have no qualms about “directly interconnecting” with ALLTEL in Shepherdsville. ALLTEL forgets to mention that in Lexington, AT&T Broadband has no choice. The interconnection agreement in effect for Lexington does not have comparable provisions to Section 2.2 of Attachment 4 or Section 4.1 of Attachment 12 of the Shepherdsville Interconnection Agreement (which allows the Parties to exchange local traffic between themselves using a tandem switch provided by a third-party provider).<sup>9</sup> The Lexington agreement also requires that *all* interconnection be at the incumbent local exchange carrier’s network.<sup>10</sup> In addition, ALLTEL’s argument further ignores the significant additional costs that AT&T Broadband would incur to “directly interconnect” with ALLTEL.

Regarding the “dual billing” dispute, ALLTEL adds nothing new in its Brief, asserting yet again that AT&T Broadband either should: (1) not bill the customer until the “Firm Order Completion” date (if AT&T Broadband ports the customer’s number before this date); or (2) not port the customer’s number before this date. This ignores ALLTEL’s obligations to provide “nondiscriminatory service” under KRS 278.170, and to provide

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<sup>9</sup> In Lexington, the applicable interconnection agreement under which AT&T Broadband originally interconnected with Verizon South, Incorporated is a GTE Interconnection Agreement, relevant provisions of which are attached as Exhibit 1 to AT&T Broadband’s Brief. Importantly, Section 37.5.2 thereof limits “Transit Traffic” to traffic from a third party local exchange carrier to either AT&T Broadband or ALLTEL, and vice versa. It does not include local traffic originated by AT&T Broadband for transport and termination to ALLTEL, transported through a tandem switch of a third-party provider and vice versa. In this respect, the Shepherdsville Interconnection Agreement and the GTE Interconnection Agreement are materially different.

<sup>10</sup> See, Section 37.2 of the GTE Interconnection Agreement.

“adequate, efficient, and reasonable service” under KRS 278.030(2). It also ignores that AT&T Broadband seeks to port numbers before the “Firm Order Completion” date in order to accommodate scheduling requests of customers.

In short, ALLTEL’s arguments in its Brief are replete with both contract and statutory misinterpretations, and are made solely to divert the Commission’s attention from the literal words of the applicable contract. Accordingly, the Commission should reject ALLTEL’s arguments and instead determine that AT&T Broadband is entitled to “indirect interconnection” with ALLTEL (with the originating party responsible for the transit service charge of the third-party provider) based on the express and unequivocal words of the Shepherdsville Interconnection Agreement. With respect to the “dual porting” issue, the Commission should prohibit ALLTEL from continuing to bill AT&T Broadband customers once their telephone numbers have been “ported” from ALLTEL to AT&T Broadband in both Shepherdsville and Lexington, as required by KRS 278.170 and KRS 278.030(2).

Because the merits of ALLTEL’s argument regarding AT&T Broadband’s access to Insight’s facilities were discussed by ALLTEL for the first time in its Brief, AT&T Broadband will discuss them in greater detail in this Reply Brief. With respect to all other arguments made by ALLTEL, AT&T Broadband thoroughly discussed the same in its Brief. Thus, these discussions need not be repeated in this Reply Brief.

#### **ARGUMENT**

**ALLTEL Misconstrues The Agreements Between AT&T Broadband And Insight In Order To Divert The Commission’s Attention From The Express And Unequivocal Provisions Of The Contract.**

**I. AT&T Broadband Has No Access To Insight's Facilities Under The Cable Capacity Agreement Which Would Allow "Direct Interconnection" With ALLTEL.**

ALLTEL hopes to persuade the Commission that AT&T Broadband currently has access to Insight's facilities so that AT&T Broadband can "directly interconnect" with ALLTEL at its Zoneton switch using such facilities.<sup>11</sup> Fundamentally, such argument ignores the plain fact that AT&T Broadband is entitled to "indirect interconnection" with ALLTEL through BellSouth's tandem switch in Louisville (with the originating party responsible for paying BellSouth's transit service fee) under the express and unequivocal terms of the Shepherdsville Interconnection Agreement. Thus, even if AT&T Broadband had access to Insight's facilities, AT&T Broadband is not required to "directly interconnect" with ALLTEL given its clear contract right to "indirectly interconnect" with ALLTEL.

Notwithstanding, ALLTEL's argument is moot because AT&T Broadband *does not* have access to Insight's facilities in order to "directly interconnect" with ALLTEL. In particular, ALLTEL misinterprets the agreements between AT&T Broadband and Insight in order to arrive at its simplistic conclusion that AT&T Broadband can "directly interconnect" with ALLTEL in Zoneton.<sup>12</sup>

**A. Description Of The Cable Network.**

In order to appreciate ALLTEL's misinterpretation of these agreements, a brief description of the various "piece parts" which make up a cable network is necessary. First, "over the air" video signals are received at an antenna in the network. Second, from the antenna, signals are transmitted to a "head-end" facility, with each head-end facility typically

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<sup>11</sup> ALLTEL Brief at Pages 22-25.

<sup>12</sup> *Id.*

serving between 200,000 to 400,000 end user customer locations. Third, each head-end facility “feeds” into several “distribution hubs,” with each distribution hub serving 20,000 to 40,000 end user customers. Fourth, at the distribution hub, signals are modulated onto analog equipment and then transported over fiber optic cable to “nodes,” with each node serving 500 to 1,000 homes. Fifth, from each node, signals are carried via cables to end user customer locations.<sup>13</sup>

A head-end facility serves as the network operations center in the cable network. In this respect, it contains a switch or router which interfaces to a backbone data network, offering connectivity to remote content servers, as well as the Internet. The switch or router also connects to cable modem termination systems housed in the distribution hubs. Additionally, content and application servers typically also are located at head-end facilities, as are network management and operations support systems. When cable systems are used for telephony, calls are directed by the head-end router to the public switched network.<sup>14</sup> In other words, it is at the head-end facility that traditional telephone switches are connected to the cable system, and not at other locations in the cable network.

**B. ALLTEL Misconstrues And Misinterprets The Cable Capacity Agreement.**

**1. AT&T Broadband Does Not Have Access To Insight's Facilities At Nodes.**

[REDACTED]

[REDACTED]

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<sup>13</sup> See, *Cable DataCom News*; and in particular, *Cable Modem Overview* at [www.cabledatacomnews.com/cmhc/diagram.html](http://www.cabledatacomnews.com/cmhc/diagram.html). For the Commission's convenience, a copy of this website information is attached hereto as Exhibit 1.

<sup>14</sup> *Id.*

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Furthermore, the foregoing discussion clearly establishes that ALLTEL has misconstrued and misinterpreted the agreements between AT&T Broadband and Insight in hopes of convincing the Commission that AT&T Broadband could “directly interconnect” with ALLTEL at its Zoneton switch. The Commission should not lose sight of the fact that ALLTEL made this “red herring” argument solely to divert attention from the literal words of the Shepherdsville Interconnection Agreement which expressly and unequivocally grants AT&T Broadband the right to “indirectly interconnect” with ALLTEL (with the originating party responsible for paying the transit service charge of the third-party provider). Additionally, even if AT&T Broadband had access to the correct Insight facilities so as to

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[REDACTED]

allow it to “directly interconnect” with ALLTEL at its Zoneton switch, ALLTEL conveniently failed to address the attendant cost which AT&T Broadband would incur to accomplish the same. AT&T Broadband Witness Rejba testified regarding the significance of these costs, and as to the many sound economic reasons why AT&T Broadband simply cannot afford to “directly interconnect” with ALLTEL at its Zoneton switch.<sup>22</sup> These are real costs which simply cannot be ignored. Moreover, it is these costs that gave rise to AT&T Broadband’s need for “indirect interconnection” under the Shepherdsville Interconnection Agreement in the first place.

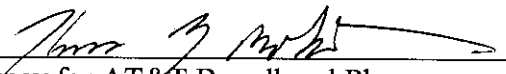
### **CONCLUSION**

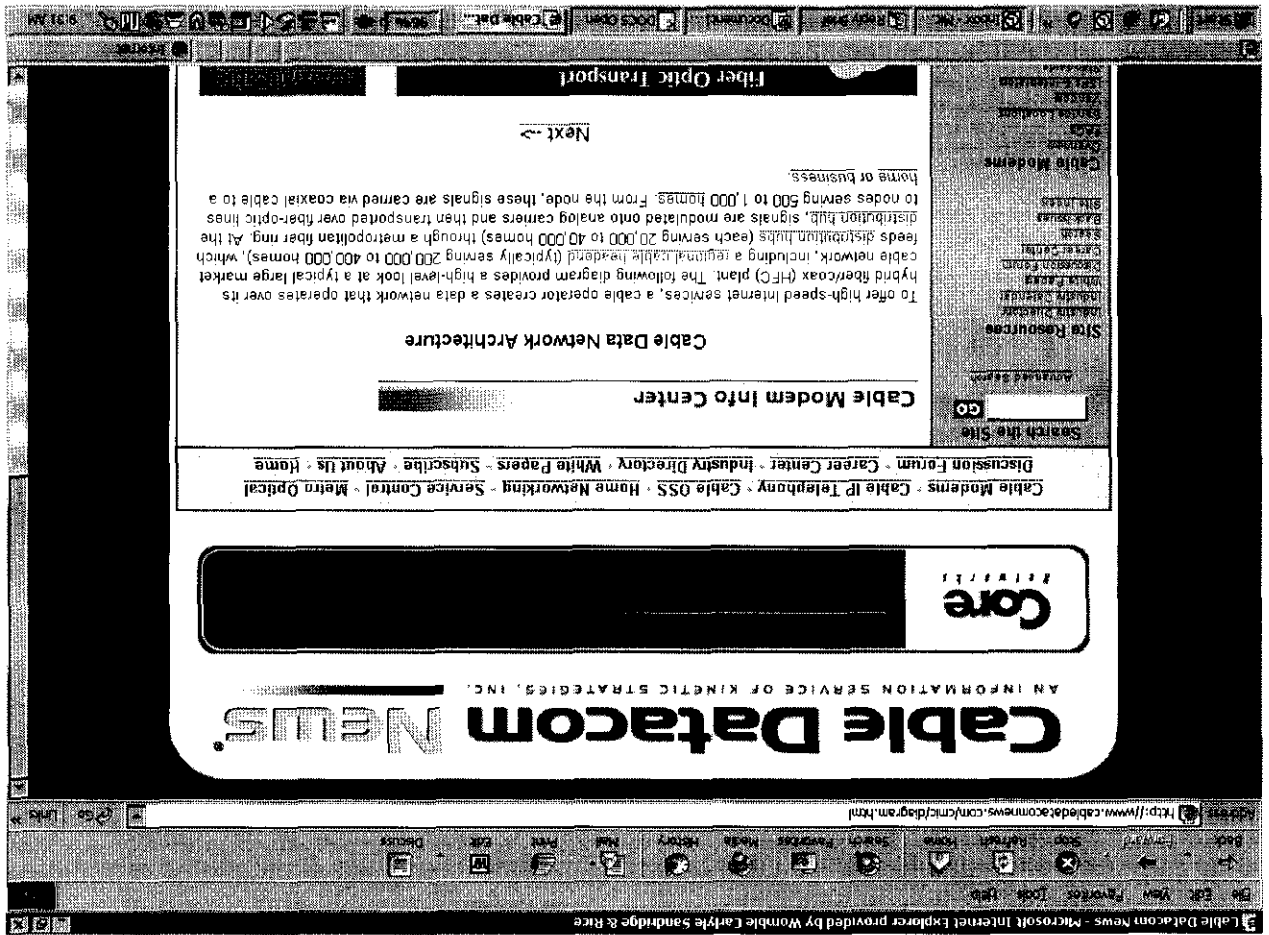
For all of the reasons contained in AT&T Broadband’s Brief and Reply Brief, AT&T Broadband respectfully requests that the Commission grant the straight forward relief requested by AT&T Broadband: (1) enforcement of the express and unequivocal provisions allowing “indirect interconnection” set forth in the Shepherdsville Interconnection Agreement (with the originating party responsible for the transit service charge of the third-party provider), and as required by Section 251(a)(1) of the Act and KRS 278.030(2); and (2) prohibiting ALLTEL from continuing to bill AT&T Broadband customers once their telephone numbers have been “ported” from ALLTEL to AT&T Broadband in both Shepherdsville and Lexington, as required by KRS 278.170 and KRS 278.030(2).

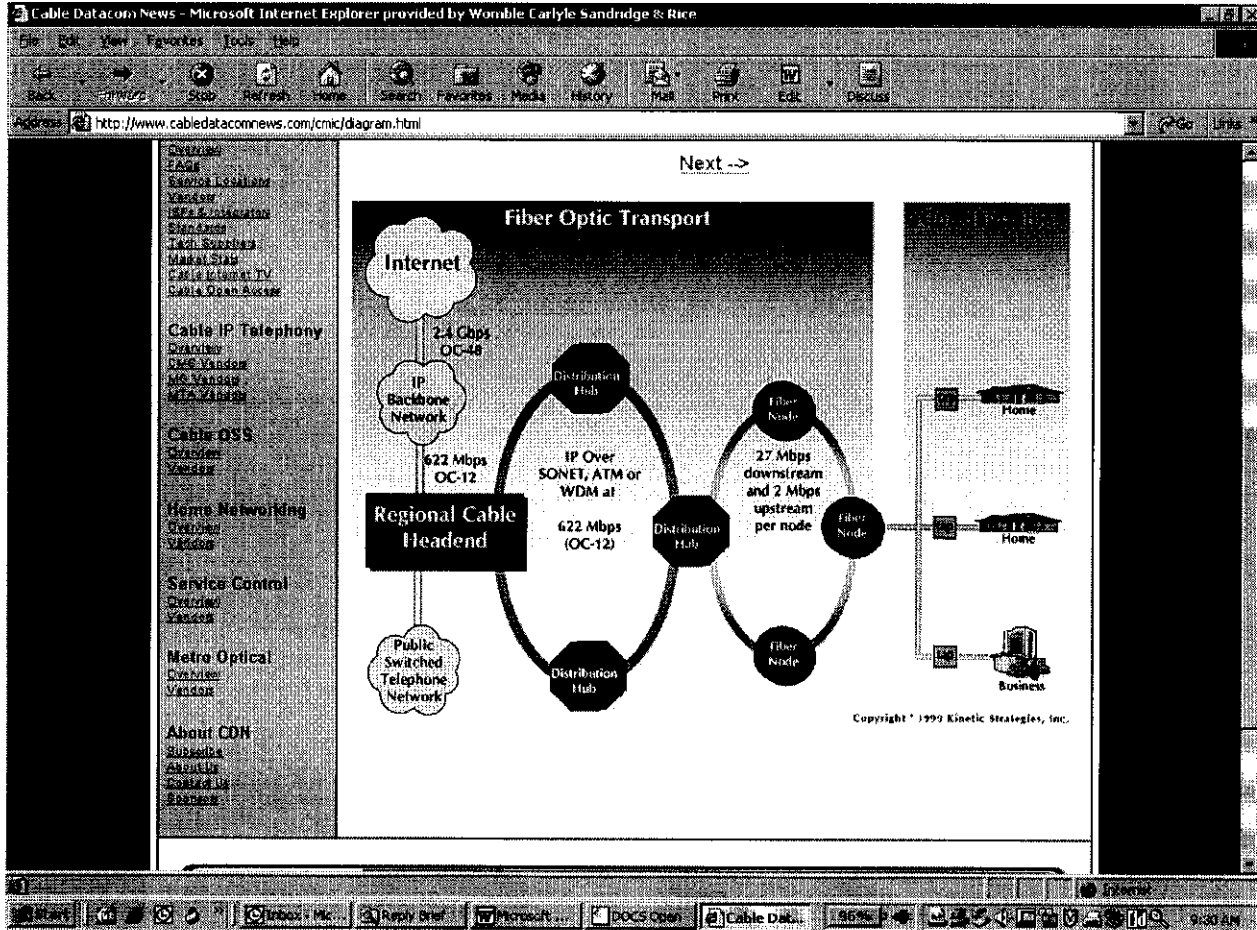
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<sup>22</sup> Hearing Transcript at Pages 150-152.

Respectfully submitted, this the 16<sup>th</sup> day of January, 2004.

By:   
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## Cable Modem Info Center

### Regional Cable Headend

The regional cable headend serves as the local data network operations center. A carrier-class IP switch or router interfaces with a backbone data network, such as those operated by @Home or Road Runner, offering connectivity to remote content servers, as well as the global Internet.

This switch/router also connects to cable modem termination systems (CMTS) housed in the distribution hubs (hyperlink). Many cable operators are beginning to deploy high-capacity packet transport solutions over fiber rings connecting the CMTS units in their distribution hubs, such as Packet Over SONET (POS), at up to OC-12 speeds (622 Mbps).

Content and application servers are typically at the regional cable headend, as are network management and operations support systems. If the cable operator were offering IP telephony, voice calls would be directed by the headend router to a IP telephony gateway, and then onto the public switched telephone network (PSTN).

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**Telephony & high-speed data solutions:**  
Cadant<sup>®</sup>, Touchstone<sup>™</sup>, Cornerstone<sup>®</sup>, Atoga<sup>™</sup>

**ARRIS**

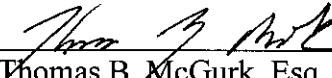
Cable Modems · Cable IP Telephony · Cable OSS · Home Networking · Service Control · Metro Optical

Internet Explorer 4.01 (Service Pack 2) 9:31 AM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Reply Brief of AT&T Broadband Phone of Kentucky, LLC was served upon the following party by placing a copy of the same in the United States Mail, first-class postage prepaid.

This the 16<sup>th</sup> day of January 2004.

  
\_\_\_\_\_  
Thomas B. McGurk, Esq.

James H. Newberry, Jr. Esq.  
Wyatt, Tarrant & Combs LLP  
Lexington Financial Center  
250 West Main Street, Suite 1600  
Lexington, KY 40507-1746

Stephen B. Rowell, Esq.  
Kentucky ALLTEL, Inc.  
One Allied Drive, Building IV  
P. O. Box 2177  
Little Rock, Arkansas 72202

Dorothy Chambers, Esq.  
BellSouth  
601 W. Chestnut Street, Room 407  
P. O. Box 32410  
Louisville, KY 40232



January 16, 2004

Mr. Thomas Dorman, Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, Kentucky 40602-0615

Re: AT&T Broadband vs. ALLTEL Kentucky and Kentucky ALLTEL  
Docket No. 2003-0023

Dear Mr. Dorman:

At the hearing conducted in the above referenced matter, AT&T Broadband Phone of Kentucky, LLC ("AT&T Broadband") was asked to provide additional information to supplemental requests that were made during the hearing. Set forth below is the specific information requested and AT&T Broadband's response thereto.

1. Number of access lines that AT&T Broadband currently has in Lexington and the state of Kentucky.

**AT&T Broadband's Response:** Lexington: [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] access lines.

State-wide: As of November 1, 2003, Comcast Phone provided basic local exchange service to [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] voice-grade lines in Kentucky.

2. Number of switches in the state.

**AT&T Broadband's Response:** AT&T Broadband Phone of Kentucky, LLC uses one switch to provide voice-grade basic local exchange services in Kentucky. The switch is located in Louisville, Kentucky and has a CLLI code of LSVLKYCSDS4. This switch is used to provide such services in both Louisville and Lexington, Kentucky.

3. Is Section 2.2 of Attachment 4 of the Shepherdsville Interconnection Agreement in the interconnection agreement which covers the Lexington market?

**AT&T Broadband's Response:** No. As discussed in AT&T Broadband's brief filed on December 16, 2003, page 21-22, and Reply Brief filed on January 16, 2004, page 5, the contract which governs interconnection in Lexington is an interconnection agreement which was negotiated in 1999 by AT&T Communications of the South Central States, Inc. and GTE South, Incorporated ("GTE Interconnection Agreement"). Unlike the Shepherdsville Interconnection Agreement (which governs interconnection between Louisville and Shepherdsville), the GTE Interconnection Agreement contains no "indirect interconnection" provisions which would allow AT&T Broadband to exchange its originating local traffic with ALLTEL (and visa versa) through a tandem switch provided by a third-party provider.

4. Have the Florida and Georgia Commissions addressed the "dual billing" dispute?

**AT&T Broadband's Response:** AT&T Broadband is not aware of this dispute being raised in either of these states by any company.

5. AT&T Broadband to provide to ALLTEL's counsel certain agreements between Insight Communications Company, Inc. ("Insight") and AT&T Broadband regarding AT&T Broadband's access to Insight's facilities.

**AT&T Broadband's Response:** AT&T Broadband provided all responsive agreements to ALLTEL's counsel by letters dated July 17, 2003, and October 27, 2003, respectively.

6. Provide copies of filings for AT&T Digital Link and AT&T Broadband Phone of Kentucky, LLC.

**AT&T Broadband Response:** Filings with the Delaware Secretary of State, Commonwealth of Kentucky Secretary of State, and tariff filing with the Kentucky Public Service Commission are attached hereto as Exhibit 1 to this letter.


7. Provide diagram where Insight's fiber and nodes located in ALLTEL territory.

**AT&T Broadband Response:** AT&T Broadband provided a responsive diagram to ALLTEL's counsel by letter dated July 17, 2003. ALLTEL attached a copy of this diagram as Exhibit 2 to its Brief filed on December 16, 2003.

If you have any questions, please do not hesitate to contact me.

Best regards,

**WOMBLE CARLYLE SANDRIDGE & RICE**  
*A Professional Limited Liability Company*



Thomas B. McGurk

Copy to:

Loretta Cecil, Esq.

Dorothy Chambers, Esq.

Amy Dougherty, Esq.

Stephen B. Rowell, Esq.

# Response No. 6

## Exhibit 1

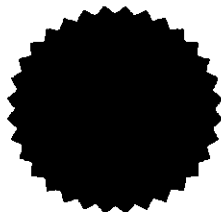


# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "COMCAST PHONE OF KENTUCKY, LLC", CHANGING ITS NAME FROM "COMCAST PHONE OF KENTUCKY, LLC" TO "AT&T BROADBAND PHONE OF KENTUCKY, LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 2003, AT 3 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3374234 8100

AUTHENTICATION: 2221632

0300045842

DATE: 01-24-03

CORRECTED CERTIFICATE OF AMENDMENT OF LIMITED LIABILITY  
COMPANY

1. The name of the limited liability company is Comcast Phone of Kentucky, LLC.
2. A certificate of Amendment was filed by the Secretary of State of Delaware on November 19, 2002 that requires correction as permitted by Section 18-211 of the Delaware Limited Liability Company Act.
3. The inaccuracy or defect of the Certificate to be corrected is as follows: The name of the Limited Liability Company was inadvertently changed in the filing of the Certificate of Amendment.
4. The Certificate of Amendment is hereby corrected to read in its entirety as follows:

CERTIFICATE OF AMENDMENT  
OF  
AT&T Broadband Phone of Kentucky, LLC.

Article 2 of the Certificate of Formation is amended to read as follows:

2. The registered office of the limited liability company in the state of Delaware is 1201 North Market Street, #1405, in the City of Wilmington, County of New Castle.

The registered agent of the limited liability company is Comcast Capital Corporation, the business address of that is identical to the aforementioned registered office.

By: W. E. Dordelman  
Authorized Person

William E. Dordelman  
Authorized Person

COMMONWEALTH OF KENTUCKY  
JOHN Y. BROWN III  
SECRETARY OF STATE



0551776.12

PBlevins  
C226

John Y. Brown III  
Secretary of State  
Received and Filed  
01/09/2003 01:16 PM  
Fee Receipt: \$20.00

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

AT&T Digital Phone

(Name under which the business will be conducted)

has been adopted by Comcast Phone of Kentucky, LLC

(Real name - KRS 385.015(1))

which is the "real name" of [YOU MUST CHECK ONE]

- |  |   |
|--|---|
| <input type="checkbox"/> a Domestic General Partnership                      | <input type="checkbox"/> a Foreign General Partnership                      |
| <input type="checkbox"/> a Domestic Registered Limited Liability Partnership | <input type="checkbox"/> a Foreign Registered Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership                      | <input type="checkbox"/> a Foreign Limited Partnership                      |
| <input type="checkbox"/> a Domestic Business Trust                           | <input type="checkbox"/> a Foreign Business Trust                           |
| <input type="checkbox"/> a Domestic Corporation                              | <input type="checkbox"/> a Foreign Corporation                              |
| <input type="checkbox"/> a Domestic Limited Liability Company                | <input checked="" type="checkbox"/> a Foreign Limited Liability Company     |
| <input type="checkbox"/> a Joint Venture                                     |   |

organized and existing in the state or country of Delaware, and whose address is

1500 Market Street Philadelphia PA 19102

Street address, if any

City

State

Zip Code

The certificate of assumed name is executed by

Signature

Kenneth Mikalauskas, VP/Member

Print or type name and title

January 7, 2003

Date

Signature

Print or type name and title

Date

BOOK 0602 PAGE 0188  
COMMONWEALTH OF KENTUCKY  
JOHN Y. BROWN III  
SECRETARY OF STATE



0551776.12  
John Y. Brown III  
Secretary of State  
Received and Filed  
01/09/2003 01:16 PM  
Fee Receipt: \$20.00  
PBlevins  
C226

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

AT&T Digital Phone

(Name under which the business will be conducted)

has been adopted by Comcast Phone of Kentucky, LLC

(Real name - KRS 365.015(1))

which is the "real name" of (YOU MUST CHECK ONE)

- |  |   |
|--|---|
| <input type="checkbox"/> a Domestic General Partnership                      | <input type="checkbox"/> a Foreign General Partnership                      |
| <input type="checkbox"/> a Domestic Registered Limited Liability Partnership | <input type="checkbox"/> a Foreign Registered Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership                      | <input type="checkbox"/> a Foreign Limited Partnership                      |
| <input type="checkbox"/> a Domestic Business Trust                           | <input type="checkbox"/> a Foreign Business Trust                           |
| <input type="checkbox"/> a Domestic Corporation                              | <input type="checkbox"/> a Foreign Corporation                              |
| <input type="checkbox"/> a Domestic Limited Liability Company                | <input checked="" type="checkbox"/> a Foreign Limited Liability Company     |
| <input type="checkbox"/> a Joint Venture                                     |   |

organized and existing in the state or country of Delaware, and whose address is

1500 Market Street Philadelphia PA 19102  
Street address, if any City State Zip Code

The certificate of assumed name is executed by

Signature

Kenneth Mikalauskas, VP/Member

Print or type name and title

January 7, 2003

Date

Signature

Print or type name and title

Document No.: DN2003007776  
Lodged By: KENTUCKY LENDERS  
Recorded On: 01/10/2003 12:51:30  
Total Fees: 9.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: SHETUC

END OF DOCUMENT

County Clerk, please return to:  
KENTUCKY LENDERS ASSISTANCE  
828 LANE ALLEN ROAD, SUITE 219

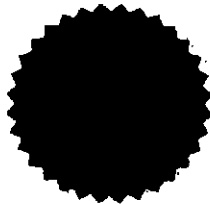
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AT&T BROADBAND PHONE OF INDIANA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF JANUARY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3374242 8300

AUTHENTICATION: 2223726

030051437

DATE: 01-24-03

TOTAL P.03

Pcraine  
L903

COMMONWEALTH OF KENTUCKY  
JOHN Y. BROWN III  
SECRETARY OF STATE



0522440.06

Pcraine  
L903

John Y. Brown III  
Secretary of State  
Received and Filed  
01/29/2003 01:31 PM  
Fee Receipt: \$40.00

## APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby applies for an amended certificate of authority to transact business in Kentucky on behalf of the limited liability company named below and for that purpose submits the following statements:

## 1. Comcast Phone of Kentucky, LLC

(Name of limited liability company or fictitious name adopted for use in Kentucky)

is a limited liability company organized and existing under the laws of the state or country of  
Delaware, and received authority to transact business in Kentucky on  
September 13, 2001.

2. The limited liability company's name in its state or country of organization has been changed to  
AT&T Broadband Phone of Kentucky, LLC

The name of the limited liability company to be used in Kentucky is  
AT&T Broadband Phone of Kentucky, LLC

(If "real name" is unavailable for use)

3. The latest date on which the limited liability company is to dissolve has been changed to  
n/a4. The limited liability company's state or country of organization has been changed to  
n/a

## 5. This application will be effective upon filing, unless a delayed effective date and/or time is specified:

(Delayed effective date and/or time)

I certify that, as of the date of filing this amended certificate of authority, the above-named limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

  
Kenneth Miklauskas  
Vice President - Finance

Type or Print Name &amp; Title

Date: January 27, 2003

Document No.: 002003023904

Lodged By: lenders

Recorded On: 02/03/2003 01:41:45

Total Fees: 9.00

Transfer Tax: .00

County Clerks: Bobbie Holsclaw-JEFF CO. KY

Deputy Clerk: YOLLOE

(See attached sheet for instructions)

SLL-903 (2/98)

KY039 - C.T. System Online

County Clerk, please return to:  
KENTUCKY LENDERS ASSISTANCE  
828 LANE ALLEN ROAD, SUITE 219

END OF DOCUMENT



183 Inverness Drive West  
Englewood, CO 80112

June 19, 2003

Mr. Thomas Dorman, Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, Kentucky 40601

Dear Mr. Dorman:

Enclosed for filing with the Commission are the original and four (4) copies of revisions to Local Service Tariff No. 1 and Access Service Tariff No. 2 of AT&T Broadband Phone of Kentucky, LLC. The following pages are included in this filing:

<u>AT&amp;T Broadband Local Service Tariff No. 1</u>	
Title Page	Second Revised Page 1
Section 1	Second Revised Page 1
Section 1	Second Revised Page 2
Section 1	Original Page 3

<u>AT&amp;T Broadband Access Service Tariff No. 2</u>	
Title Page	First Revised Page 1
Section 1	First Revised Page 3

This tariff filing adds text to clarify that the Company does business as AT&T Digital Phone in the state of Kentucky.

Please acknowledge receipt of this filing by stamping and returning one copy in the enclosed self-addressed stamped envelope. If you have any questions or concerns with this filing please call Linda Tipps at (770) 592-6456.

Yours truly,

David Lloyd  
Director - Tariffs

Enclosures



**AT&T BROADBAND LOCAL SERVICE  
AT&T BROADBAND PHONE  
OF KENTUCKY, LLC**

**KENTUCKY P.S.C. TARIFF NO. 1  
TITLE PAGE  
Second Revised Page 1  
Cancels First Revised Page 1**

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**CONTAINING**

**REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF**

**AT&T BROADBAND LOCAL SERVICE**

**D/B/A AT&T DIGITAL PHONE**

**WITHIN THE COMMONWEALTH OF KENTUCKY**

(N)

---

Issued: June 19, 2003

David Lloyd, Director-Tariffs  
183 Inverness Drive West  
Englewood, CO 80112

Effective: July 19, 2003

KY03-006

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## 1. APPLICATION OF TARIFF

### 1.1. GENERAL

This Tariff applies to the furnishing of AT&T Broadband Local Service, defined herein, by AT&T Broadband Phone of Kentucky, LLC d/b/a AT&T Digital Phone (hereinafter referred to as the "Company"). AT&T Broadband Local Service is furnished for the use of end users in placing and/or receiving local telephone calls within a Local Calling Area. Services, features, and functions will be provided where facilities; including but not limited to billing and technical capabilities, are available.

(T)  
(T)

The provision of AT&T Broadband Local Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other current Tariffs, and may be revised, added to, or supplemented by superseding issues

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Public Service Commission of Kentucky.

### 1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) – Change in regulation
- (D) – Discontinued rate, regulation or text
- (I) – Increase in rate
- (M) – Text relocated from one page to another
- (N) – New rate, regulation or text
- (R) – Reduction in rate
- (T) – Change in text

1. APPLICATION OF TARIFF

1.3. DEFINITIONS

Broadband Local Service

Broadband Local Service provides the customer with an access line and usage within a Local Calling Area for the transmission of two-way interactive switched voice or data communications.

Company

Whenever used in this Tariff, "Company", "AT&T Broadband Phone", or "AT&T Digital Phone" refers to AT&T Broadband Phone of Kentucky, LLC, unless otherwise specified or clearly indicated by the context.

(N)  
|  
(N)

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the customer.

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area

The area in which a customer of AT&T Broadband Local Service may complete calls without incurring long distance charges.

(M)  
|  
(M)

(M) Text has been moved to Page 3.

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS

Local Serving Area

The area in which the Company has the capability to provide AT&T Broadband Local Service

"Public Service Commission" or "Commission"

The Public Service Commission of Kentucky.

Residential Service

Service is classified and charged for as Residential Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

(M)

(M)

(M) Text has been moved from Page 2.

---

Issued: June 19, 2003

David Lloyd, Director-Tariffs  
183 Inverness Drive West  
Englewood, CO 80112

Effective: July 19, 2003

**AT&T BROADBAND ACCESS SERVICE**  
**AT&T BROADBAND PHONE**  
**OF KENTUCKY, LLC**

**KENTUCKY P.S.C. TARIFF NO. 2**  
**TITLE PAGE**  
First Revised Page 1  
Cancels Original Page 1

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**REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF**

**AT&T BROADBAND ACCESS SERVICE**

**D/B/A AT&T DIGITAL PHONE**

(N)

**FOR CONNECTION TO COMMUNICATIONS FACILITIES**  
**WITHIN THE COMMONWEALTH OF KENTUCKY**

---

Issued: June 19, 2003

David Lloyd, Director-Tariffs  
183 Inverness Drive West  
Englewood, CO 80112

Effective: July 19, 2003

KY03-006

---

**1. APPLICATION OF TARIFF**

**1.3. DEFINITIONS (CONT'D)**

Channel

A communications path between two or more points of termination.

Communications System

Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Whenever used in this Tariff, "Company", "AT&T Broadband Phone", or "AT&T Digital Phone" refers to AT&T Broadband Phone of Kentucky, LLC, unless otherwise specified or clearly indicated by the context.

(T)  
|  
(T)

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the customer.

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

End Office Switch

A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

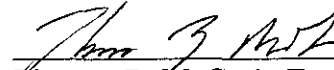
End User

Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Petition for Confidential Treatment with Attachment 1 and Attachment 2 was served upon the following party by placing a copy of the same in the United States Mail, first-class postage prepaid.

This the 16th day of January, 2003.

  
Thomas B. McGurk, Esq.

Stephen B. Rowell, Esq.  
Kentucky ALLTEL, Inc.  
One Allied Drive, Building IV  
P. O. Box 2177  
Little Rock, Arkansas 72202

Dorothy J. Chambers  
General Counsel  
BellSouth Telecommunications, Inc.  
601 W. Chestnut Street., Room 407  
Louisville, Kentucky 40202

James H. Newberry, Jr.  
Wyatt, Tarrant & Combs, LLP  
250 W. Main Street, Suite 1600  
Lexington, KY 40507-1746